

MISS KENTUCKY SCHOLARSHIP ORGANIZATION

Local Organization Agreement

For Competition Year 2020-2021

MISS KENTUCKY SCHOLARSHIP PAGEANT, INC.

MISS KENTUCKY SCHOLARSHIP PAGEANT, INC.

**Local Organization Agreement
For Competition Year 2020-2021**

THIS CONTRACT is made by and between the Miss Kentucky Scholarship Pageant, Inc., a corporation organized and existing under the laws of the Commonwealth of Kentucky, with its principal office in Louisville, Kentucky (hereinafter also referred to as “Miss Kentucky Scholarship Pageant” or “Miss Kentucky Pageant”) and _____ (name and nature of organization, i.e., corporation, non-profit corporation, etc.) of _____ (address) (hereinafter referred to as “Local Organization”) as follows:

1. The Miss Kentucky Scholarship Pageant, Inc. hereby grants Local Organization the right to conduct a local preliminary competition within the territory of the following counties:

_____ (hereinafter referred to as the “Contract Area”) for the selection of a candidate to compete in the state finals of the Miss Kentucky Scholarship Competition to be held at such location to be announced in Kentucky by the Miss Kentucky Scholarship Pageant, Inc. on such dates in June and/or July to be announced by the Miss Kentucky Scholarship Pageant, Inc. (hereinafter referred to as “State Finals”).

2. It is mutually understood and agreed that the Miss Kentucky Scholarship Pageant, Inc. owns all right, title, interest and proprietorship in and to the names, designations and marks of “Miss Kentucky”, “Miss Kentucky Competition”, and “Miss Kentucky Scholarship Organization”, as well as “Miss _____” [insert name of Local organization], “Miss _____ Competition”, and “Miss _____ Scholarship Organization”. In the event that Local organization forms or otherwise becomes associated with a corporation or other approved entity (hereinafter sometimes referred to as “Associated Entity”) at any time during the contract period and uses the marks referred to in this paragraph, or any part of its name or forms or otherwise associates with such other corporation or approved entity for the purpose of delegating one or more of its responsibilities hereunder, such corporation or Associated Entity shall include within its charter, petition or articles of incorporation, the paragraphs contained in Rider “A” attached hereto.

In the event Local Organization or the Associated Entity uses any combination of the names and marks referred to herein above as part of its name, in the event Local organization is not a separate corporation, it is agreed as a condition precedent to the license granted herein that should the Miss Kentucky Scholarship Pageant, Inc. so request, Local organization and or Associated Entity will delete such names or marks from its name within thirty (30) days after receipt of written demand from the Miss Kentucky Scholarship Pageant, Inc. and or its assigns, is hereby authorized and empowered by the Local organization and or Associated Entity to proceed to have the names and marks deleted by appropriate procedures with the Secretary of State or other authorized governmental agency and to sign whatever documents are necessary to effect the deletion of the name and marks or to proceed in equity or law to compel the deletion of same.

Unless specifically waived in writing by the Miss Kentucky Scholarship Pageant, Inc., once any request by the Miss Kentucky Scholarship Pageant, Inc. is made in accordance with this paragraph, Local organization and or Associated Entity shall immediately cease and desist holding itself out as “Miss_____Organization” [name of Local organization] and shall cease and desist use of all stationery, business cards, banners, signs, sashes and other materials which contain the name or marks “Miss_____.” [name of Local organization}.

3. The Miss Kentucky Scholarship Pageant, Inc. agrees:
 - a. That it will conduct the State Finals in a location in Kentucky to be announced by the Miss Kentucky Scholarship Pageant, Inc. on or about June and/or July of each year.
 - b. That it will accept the winner of the Local organization conducted by the Local organization as a candidate in the State Finals provided that Local organization has complied with the terms hereof and such other rules and regulations as may be promulgated from time to time by the Miss Kentucky Scholarship Pageant, Inc.
4. Local organization agrees:

The Local Organization is responsible for maintaining and promoting a positive view of the program both publicly and privately. The local organization, its directors board and committee shall not disparage or otherwise make any unfavorable statements, oral or written or perform any act or omission which is detrimental to the reputation or goodwill of the Miss Ky Scholarship Pageant, Inc., its candidates, successors and affiliates and their officers and employees.

- a. To execute and return this Agreement within thirty (30) days of receipt.
- b. To Sponsor, promote, finance, and conduct a fair and unbiased Local organization and to select a candidate to compete in the State Finals of the Miss Kentucky Pageant in accordance with the terms and conditions set forth herein and the rules and regulations promulgated from time to time by the Miss Kentucky Scholarship Pageant, Inc. and by the Miss America Organization.
- c. To certify in writing that all candidates, specifically including the Local organization winner, have been selected in accordance with all rules and regulations of the Miss Kentucky Scholarship Pageant, Inc. and the Miss America Organization and further that all candidates, specifically including the Local organization winner, have completed and been selected within the appropriate period immediately preceding the date of competition of the State Finals.
- d. To conduct the Local Competition at the same location on consecutive nights on or before February 16, 2020 preceding the State Finals.
- e. That it will not, either directly or indirectly or by representation by third persons, conduct or participate in the conduct of any other national or international competition

to the Miss America Competition, unless an exception has been granted in writing by the Miss America Organization.

- f. That it will not, either directly or indirectly, use the MAO marks in conjunction with the conduct of pageants or competitions with children, even if this serves as a fundraiser for the local organization. Pageants held with underage competitors must in no way be associated with the Miss America Organization marks and logos.
- g. That the Local organization will not assume obligations or make commitments for or on behalf of the Miss Kentucky Scholarship Pageant, Inc. or the Miss America Organization, it being understood that Local organization has no right to bind or obligate the Miss Kentucky Scholarship Pageant, Inc. unless authorized by the Miss Kentucky Scholarship Pageant, Inc. in writing.
- h. That Local organization shall provide a minimum of \$500 in total scholarships and shall award such scholarships in accordance with the Miss Kentucky Scholarship Pageant, Inc. rules and regulations and shall provide for the clear and unambiguous mention of such scholarship awards which the Local candidates are eligible to receive in all promotional material distributed in connection with the conduct of the Local organization. The Local organization is eligible to maintain all scholarship funds in the Miss Kentucky Scholarship Foundation, a 501(c)(3), located in Louisville, Kentucky.
- i. To provide for the clear and unambiguous mention for the scholarship awards which the candidates in the State Finals and National Finals of the Miss America Competition are eligible to receive in all promotional material distributed in connection with the conduct of the Local organization.
- j. That if for any reason, the winner of the Local organization is disqualified or, if for any reason, unable to fulfill her duties, the first runner-up selected by the judges shall succeed to the local organization title and shall be sent to the State Finals by the Local organization. If the first runner-up declines or is otherwise ineligible, the Local organization title, then the title shall be offered to each runner-up in the order of succession. In such event, the Miss Kentucky Scholarship Pageant, Inc. agrees to accept the runner-up as the new local organization winner if certified in accordance with subparagraph (c) above.
- k. To ensure that all judges serving the Local organization will be instructed to follow the method of judging, as may be revised from time to time, as set forth by the Miss America Organization.
- l. To submit to the Miss Kentucky Scholarship Pageant, Inc. along with the execution of the agreement, the name and address of each member of the Local organization Committee, and to notify the Miss Kentucky Scholarship Pageant, Inc. in writing within ten (10) days of any change in the identity of the Chairman of the Board, President or Executive Director of the Local organization, along with the name of the officers and members of the Board constituting the Local organization and Local organization Committee members.
- m. To ensure that no MISS division candidate at the local level is charged an entry fee or

sponsor's fee or required to sell a sponsor's page, signature page or any such advertising to be in a local organization.

- n. To conduct the Local organization as a not-for-profit entity so that no person or entity associated or affiliated with the Local organization shall make a profit due to such association or affiliation, except that Local organization may reimburse its pageant officers, directors, and employees for the actual and reasonable costs of goods and or services used in connection with Local organization and may pay reasonable and necessary salaries for services rendered.
- o. To abide by the Miss Kentucky Scholarship Pageant, Inc.'s policies, and the policies set forth by the Miss America Organization, prohibiting all forms of sexual harassment toward all participants in the Miss America system, specifically including candidates in the Local organization.
- p. No person shall be a member of any Local organization Committee who has or intends to provide for profit or otherwise any product or service directly or indirectly for any potential or actual candidates in any State or Local organization.
- q. The Local organization is obligated to pay a non-refundable contract fee of five hundred dollars (\$500) for Miss only competitions and six hundred dollars (\$600) for competitions including both Miss and Outstanding Teen candidates, to the Miss Kentucky Scholarship Pageant, Inc. Deposit (\$100) for the contract fee **MUST** be submitted with this completed agreement.
- r. The Local organization must have at least three (3) candidates qualified to compete in order to hold the preliminary competition and crown a Miss or Outstanding Teen winner. For a double crowning, the competition must have at least six (6) qualified candidates; For a triple crowning, the competition must have at least nine (9) qualified candidates. For a quadruple crowning, the competition must have at least twelve (12) qualified candidates. No more than four titles can be awarded per age division in any local competition.
- s. Local organization will inform all candidates in its competition in writing, and at the time of the competition, the amounts of scholarships to be awarded and all other prizes, gifts and awards. This information shall be filed on the night of the local organization with the State Field Director along with copy of such awards listed in the program book, if one exists.
- t. The Local organization may, at their discretion, pay the registration fees, lodging, meals and transportation expenses necessary for its winning candidate to attend any meetings required by the Miss Kentucky Scholarship Pageant, Inc.
- u. The Local organization may conduct an Outstanding Teen pageant following the guidelines set forth by Miss America's Outstanding Teen and send a teen representative to the state competition in June and/or July.

- v. The Local organization will submit, upon request of the Miss Kentucky Scholarship Pageant, Inc. all questionnaires, the candidate contract and any other information as may be required by the Miss Kentucky Scholarship Pageant, Inc. All forms must be typewritten and completed by the winner and shall be accompanied by her State Finalist questionnaire, and any other required paperwork. The number of questionnaires and the number and size of photographs will be determined by the Miss Kentucky Scholarship Pageant, Inc. All photographs and other such material shall become the sole property of the Miss Kentucky Scholarship Pageant, Inc.
- w. The Local organization shall ensure that all judges serving the Local organization will be required to follow the method of judging outlined in the pamphlet entitled "To Judges of a Miss America Preliminary Pageant" issued by the Miss America Pageant Board of Directors. The Local organization shall select a Judges Panel of no less than five (5). Each Judges Panel shall include a Head Judge and a minimum of one novice judge. Each judges panel must have two (2) judges from the Certified State Judges List.

If all judges are available to judge, an alternate judge may be selected by the Local Judges Chairman and/or the State Field Director. Each local Executive Director must submit a list of the Local organization's prospective judges to the State Field Director at least two weeks prior the Local competition.

The list must receive the approval of the State Field Director and State Executive Director at his/her discretion, before the prospective judges are confirmed. If not received two weeks prior to the Local organization your judges will be appointed by the state office. In addition, the prospective judges must meet the following:

- i. An individual may not serve as a judge unless he/she is at least 21 years old on or before the date of the Local organization preliminary he/she has been asked to judge.
- ii. Husbands and wives or individuals residing in the same household may not serve on the same Judges Panel.
- iii. Local Committee members are eligible to judge other locals in the state. However, individuals from the same Local Committee may not serve on the SAME Judges Panel. Directors of local Kentucky competitions are ineligible to judge other Kentucky locals.
- iv. Parents of candidates who are currently competing in the Miss America Program may not serve on a Judges Panel until one year after their daughter is ineligible to compete.
- v. An individual who provides grooming services as defined below, the spouse or anyone living in the same household of that individual will not be permitted to serve on a Local Panel. The Miss America Organization defines grooming as a business or

mentoring relationship established between a potential or actual candidate and an individual who provides services or products directly related to competition in the Miss America Program. The term “grooming” does not apply to advice and recommendations given within the context of the potential judge’s Local organization.

- x. The Local organization will not solicit or otherwise include advertising, patronage, scholarships, or any other form of support from television, services and or scholarship sponsors of the Miss Kentucky Organization without the express written permission of the Miss Kentucky Scholarship Pageant, Inc.
 - y. The Local organization will pay all outstanding debts owed to the Miss America Organization and the Miss Kentucky Scholarship Pageant, Inc. prior to the Local organization’s representative competing in the State Finals, and that the Local organization contract cannot be approved until payment of the contract fee deposit as set out herein.
 - z. If its Local organization representative is selected Miss Kentucky, it shall vest the sole responsibility for her training and preparation for the Miss America Competition and her management and supervision throughout the year of her reign as Miss Kentucky to the Miss Kentucky Scholarship Pageant, Inc.
 - aa. Prior to competition, the Local organization will have each of its candidates execute a Local Candidate Contract in the manner and form provided by the Miss America Competition. Such contracts shall be verified by the Forms Secretary and no candidate may enter any phase of competition before executing the same.
 - bb. The attending Field Director will collect all judges’ ballots and tally sheets from the Local organization to be submitted to the Miss Kentucky Scholarship Pageant, Inc. The Local organization may not have copies of the ballots and tally sheets.
5. With respect to the selection and qualifications of candidates in the contract area, the Local organization further agrees that it will abide by the following rules and regulations for selection of candidates in the local competition:
- a. All candidates must be citizens of the United States prior to entering the Local organization; and except as hereinafter provided, candidates must be residents of Kentucky and the Local organization territory for six (6) months prior to the date of application to enter the Local Competition. The state and territorial residency requirements may be waived in either of the following circumstances:
 - Any candidate who is a full-time student in any college or university situated in the Local organization contract territory. For the purposes of this provision, a candidate will be considered a “full-time student” if she meets the criteria for a full-time student of the college or university at which she is enrolled and maintains such status throughout the semester immediately preceding the Local competition.
 - Full-time employment is defined by the employer, but in no event less than 32 hours

per week. Such employment, as verified by the employer, must be for a continuous period of at least 26 consecutive weeks immediately preceding the date of the local.

- b. Candidates must be single and never have been married and not be nor have ever been pregnant.
- c. Candidate must be a high school graduate by the date of the State Finals, and may not be less than seventeen (17) years of age on the date of her first competition in the Local organization nor more than twenty-five (25) years of age on December 31 in the year in which they would be eligible to compete in the National Finals of the Miss America Competition.
- d. Candidates must be high school graduates or have passed the high school equivalency examination (G.E.D.) by the date of the finals of the State Competition of the year in which they would be eligible to compete in the National Finals of the Miss America Competition.
- e. Candidates must be of good moral character and shall not have been convicted of any crime nor shall they have any criminal charges pending, and shall possess talent, poise, personality, intelligence, and charm befitting a candidate in the Miss Kentucky Competition.
- f. Candidates must possess and display a talent in not more than 90 seconds in a live talent routine. This talent may be singing, dancing, playing a musical instrument, dramatic reading, art display, dress designing, or like performance, or she may give a maximum 90 seconds talk. Talents will be 90 seconds at the State and National level. Candidates may be amateur or professional performers.
- g. A candidate shall not have been a previous Miss America or Miss America's Outstanding Teen State finalist who competed in the National Finals of the Miss America Competition or the Miss America's Outstanding Teen Competition.
- h. No candidate shall be eligible for competition in the Miss Kentucky Competition without first having won a local preliminary competition duly contracted and conducted prior to the State Finals of the Miss Kentucky Competition. No candidate shall be eligible for competition in the Miss Kentucky's Outstanding Teen Competition without first having won a local preliminary competition duly contracted and conducted prior to the State Finals of the Miss Kentucky's Outstanding Teen Competition unless the candidate as been admitted via an At-Large application process.
- i. To compete in any Miss Kentucky local preliminary competition, each Miss candidate is required to raise a minimum of one hundred dollars (\$100.00) to support the Children's Miracle Network Hospitals and the Miss Local/Miss Kentucky/Miss America scholarship Fund. The candidate who wins the local competition, as a requirement to compete for the title of Miss Kentucky, must raise an additional minimum of two hundred fifty dollars (\$250.00) to support the Children's Miracle Network Hospitals and the Miss Kentucky/Miss America Scholarship Fund. The

candidate who becomes Miss Kentucky will be required to raise an additional minimum of one thousand dollars (\$1000.00), due within no later than thirty (30) days prior to the National Finals to support the Children's Miracle Network and the Miss America Scholarship Fund. In furtherance of the foregoing, each candidate will create a personal fundraising web page and perform such other acts and deeds in accordance with the instructions and requirements of the Miss Kentucky/Miss America Organizations as they may change from time to time.

- j. To compete in any Miss Kentucky's Outstanding Teen local preliminary competition, each Outstanding Teen candidate is required to create an account and register on the Children's Miracle Network Hospitals. Outstanding Teen candidates are not required to raise CMNH funds at the local level. The candidate who wins the local competition, as a requirement to compete for the title of Miss Kentucky's Outstanding Teen, must raise an additional minimum of two hundred fifty dollars (\$250.00) to support the Children's Miracle Network Hospitals and the Miss Kentucky's Outstanding Teen/Miss America's Outstanding Teen Scholarship Fund. The candidate who becomes Miss Kentucky's Outstanding Teen will be required to raise an additional minimum of five hundred dollars (\$500.00), due within no later than thirty (30) days prior to the National Finals to support the Children's Miracle Network and the Miss America's Outstanding Teen Scholarship Fund. In furtherance of the foregoing, each candidate will create a personal fundraising web page and perform such other acts and deeds in accordance with the instructions and requirements of the Miss Kentucky/Miss America Organizations as they may change from time to time.
 - k. Once a candidate earns a local title, she may not compete in another local in Kentucky or any other state until after competing in the state finals competition.
 - l. Local organization acknowledges that it is the policy of the Miss America Organization and the Miss Kentucky Scholarship Pageant, Inc. that all candidates in the State Competition, Local organization's representative, will not, during the period of their reign, associate with in any way, in the promotion or conduct, or become a candidate or participant, either directly or indirectly, in any national or international competition of a nature similar to the Miss America Competition.
6. Local organization agrees as follows with respect to the Local organization winner:
- a. It may, at their discretion, pay the round-trip transportation expenses for the winning candidate to travel to the Miss Kentucky pageant and will see that she arrives promptly for the state competition at the time, place and date set forth for such competition. It is further understood and agreed that the Miss Kentucky Pageant shall not be obligated to supply transportation for any candidate's personal use.
 - b. It will assist the winning candidate of its competition in securing wardrobe appropriate for competition in the Miss Kentucky or Miss Kentucky's Outstanding Teen Competition, or in the alternative, a sufficient wardrobe allowance for the candidate to purchase same. Furthermore, a cash scholarship of not less than five hundred dollars (\$500.00) across winners, will have been fully funded and will be made available to its winner no later than the date her successor is crowned.

- c. No person shall serve as a judge in any Local competition or be a member of a Local organization Committee who has or intends to provide for profit or otherwise any product or service directly or indirectly for any potential or actual candidate in any Local or State Competition.
- d. It is hereby understood and agreed that the Miss Kentucky Scholarship Pageant, Inc. reserves the right at any time to change, amend, or eliminate any rules or policies including, but not limited to, the rules set forth in this Agreement pertaining to production requirements, administrative procedures and or rules and policies which the Miss Kentucky Scholarship Pageant, Inc. determines to be reasonably necessary for the general welfare of the Miss Kentucky Scholarship Pageant, Inc. and or Local competition.
- e. The terms of the Contract Agreement are necessary to give every candidate throughout the State of Kentucky an equal opportunity to compete for the title of Miss Kentucky and Miss Kentucky's Outstanding Teen, and the parties hereto recognize and agree that Local organization and the Miss Kentucky Scholarship Pageant, Inc. are two independent organizations and that no agency, partnership or joint venture relationship is created by the provisions of this Contract Agreement.
- f. Local organization does hereby agree to indemnify and completely save harmless the Miss Kentucky Scholarship Pageant, Inc., its officers, directors and employees as the result of any claims, damages, obligations and or liabilities imposed or asserted upon the Miss Kentucky Scholarship Pageant, Inc. arising out of any transaction or occurrence not authorized in writing by the Miss Kentucky Scholarship Pageant, Inc.
- g. All controversies or claims arising out of or relating to the Agreement or the breach thereof shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association before an arbitrator selected by said Association. Said arbitration shall be held in Jefferson County, Kentucky. Both parties agree to be bound by the decision of said arbitrator, that they have no right to appeal the arbitrator's decision and that the judgment of the arbitrator may be entered in any court of competent jurisdiction.
- h. Waiver or failure of enforcement of any provision hereof on any one occasion shall not be deemed to constitute a waiver of enforcement of said provision in the future.
- i. This Contract Agreement constitutes the entire agreement between the parties and it cannot be changed or altered except by a writing executed with the same formality as this document by both parties.
- j. It is recognized that a similar agreement is being entered to between the Miss Kentucky Scholarship Pageant, Inc. and other Local organizations in the Commonwealth of Kentucky. To ensure a uniform and consistent interpretation, hereof, the parties agree that this contract shall be construed under and in accordance with the laws of

Kentucky.

- k. In the event of termination of the contract of Local organization or in the event that the contract is not renewed, Local organization shall comply with the applicable provisions of this Agreement and shall turn over the Local organization's scholarship bank account (including scholarship funds raised in the name of the Local organization and scholarship funds designated as payable), other funds and assets (including, but not limited to set, props, office equipment, stationary, sashes, etc.) after the payment of all debts previously contracted for and incurred in good faith (or, if such debts have not become mature, Local organization shall transfer such funds and assets and debts, to the limit of the funds and assets transferred only), to a successor contractor, if there should be one, or if none, to the Miss Kentucky Scholarship Pageant, Inc.
 - l. Local organization represents and warrants to the Miss Kentucky Scholarship Pageant, Inc. and to the candidates competing in Local competition that it has or will have at the time of award, sufficient funds with which to pay all scholarships granted and will maintain funds sufficient to pay all scholarships which have been previously granted and which are still considered to be due and payable. Local organization acknowledges and agrees that such representation and warranty is a material inducement to the making of this Agreement.
7. The parties hereto acknowledge that Local organization contracts are issued on a one-year basis and that the same are subject to approval by the Miss Kentucky Scholarship Pageant, Inc. solely at its discretion; and that the grant of a contract to Local organization is contingent upon strict adherence to pageant rules, regulations and directive as the same shall from time to time be promulgated. In the event there is any violation or lack of fulfillment of any of the provisions of this current Agreement on the part of Local organization, it will forfeit the contract fee paid to the Miss Kentucky Scholarship Pageant, Inc.
 8. The local organization agrees that the person listed at the Executive Director of any local organization in the state of Kentucky shall be at least twenty-five years of age at the time of submitting a contract to be awarded a local preliminary.
 9. The Miss Kentucky Scholarship Pageant, Inc. reserves the right, at any time, to disqualify Local organization from participating or competing in the Miss Kentucky Competition for breach of this Agreement or failure to comply with the rules, policies or spirit of the Miss Kentucky Scholarship Pageant, Inc. or the Miss America Competition.
 10. The Miss Kentucky Scholarship Pageant, Inc. reserves the right at any time during the contract period to change, amend, modify or eliminate any rules or policies pertaining to production requirements, administrative procedure and or rules or policies which it, at its sole judgment, determines to be reasonable necessary for the general welfare of the Miss Kentucky Scholarship Pageant, Inc. and the Miss Kentucky Competition and its candidates; provided however, the Miss Kentucky Scholarship Pageant, Inc. will give Local organization reasonable notice of such changes as will enable it to comply with the same.
 11. The waiver or failure of enforcement of any provisions of this Agreement on any one occasion shall not constitute a waiver of enforcement of the provisions in the future. This Agreement

constitutes the entire agreement between the parties hereto and the same may not be changed or altered except by a writing signed by both parties. Should any provisions of this Agreement be void and unenforceable, such provisions shall be deemed omitted and the Agreement shall, nevertheless, remain in full force and effect.

12. This Agreement may be executed in multiple counterparts with separate pages, and each such counterpart shall be considered an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, so executed on the date indicated below, but effective as of the date first set forth above.

MISS KENTUCKY SCHOLARSHIP PAGEANT, INC.

By: _____
Dr. Ashley D. Anderson, Executive Director

Date: _____

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing instrument was subscribed, sworn to and acknowledged before me, a notary public, this ____ day of _____, 20____, by **DR. ASHLEY D. ANDERSON**, as Executive Director of **MISS KENTUCKY SCHOLARSHIP PAGEANT, INC.**

My commission expires: _____

Notary Public

LOCAL ORGANIZATION:

MISS _____
(NAME OF ORGANIZATION)

By: _____ Printed Name: _____
(Signature of Director)

Date: _____

STATE OF KENTUCKY)
) SS:
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me, a notary public, this ____ day of _____, 20__ by _____, as _____ (title) of Miss _____.

My commission expires: _____

Notary Public

THIS COMPLETED CONTRACT AGREEMENT, WITH ALL ATTACHMENTS HERETO, AND WITH ANY PAYMENT DUE MUST BE RETURNED TO:

**Miss Kentucky Scholarship Pageant, Inc.
State Field Director, Brian Jeffries
306 N. Main Street
Elizabethtown, KY 42701**

LOCAL COMPETITION INFORMATION

The below listed information will be used to promote your competition through MKO social media.

Name of your Organization: _____

Requested Date of Competition: _____

Location of Competition (please be specific): _____

Will your competition be: _____ **Open** _____ **Closed**

If closed, list the geographic area or demographic group: _____

Will your competition include an Outstanding Teen Competition? ___ **Yes** ___ **No**

LOCAL COMMITTEE MEMBERS

(Please Print Name, Address, and Title of Each Member)

NAME	ADDRESS	TITLE

1. The name of the organization shall be _____
[insert formal name of Local organization].
2. The name of this organization is subject to the Miss Kentucky Local Organization Agreement and is owned by the Miss Kentucky Scholarship Pageant, Inc. which has all the rights and proprietorship in and to the names and marks “Miss _____
Competition,” and “Miss _____
Scholarship Organization.”
3. The continued use of the name of this organization is dependent upon the Miss Kentucky Scholarship Pageant, Inc. contract authorizing this organization to conduct Competition activities within the Local organization contracted area, and should the contract be granted at some future time to some other person, firm or corporation or, for any reason other than the mere termination of the contract period, not be granted to this organization, then the Miss _____ portion of the entity’s name shall by the terms of this document cease to exist and be automatically deleted there from and this document shall be amended within thirty (30) days after receipt of written notice to the Board of Directors by the Miss Kentucky Scholarship Pageant, Inc. to reflect a new organization name. In such event, the continued use of “Miss _____” in the organization name shall be *ultra vires* and unlawful.
4. If the organization name is not amended during the thirty day period referred to above, then, and in that event, the Secretary of the Board of Directors of the Miss Kentucky Scholarship Pageant, Inc. or designee, is hereby appointed the agent of this organization with power of attorney to do whatever is necessary and to sign whatever documents are necessary to effect deletion of the name “Miss_ _____” from the organization name in accordance with the terms of this paragraph.

MISS KENTUCKY SCHOLARSHIP ORGANIZATION SCHOLARSHIP RULES & REGULATIONS

1. Scholarships shall be expended for tuition, on-campus room and board, and related educational expenses **approved** by the Miss Kentucky Scholarship Organization Board of Directors. All unusual or questionable items of expense must be referred to the State Organization's Scholarship Committee with as much information as possible, and far enough in advance, for consideration of approval.
2. Candidates must use all scholarships won at the local level prior to applying for their state scholarship, except in the case of related educational expenses discussed in paragraph 4B below. Candidates must submit a letter and receipt(s) from the local pageant(s) chairman which verifies that all local scholarships have been paid.
3. Requests for scholarships should be sent to the Treasurer and are processed upon receipt of all necessary information. A copy of a tuition bill, student loan bill, or receipt along with proof of requirement **must** be submitted. When requesting an award, it is the student's responsibility to ensure proper planning and time allotment to process the scholarship request in order to meet all deadlines. The State Organization suggests allowing a minimum of thirty (30) days to process a scholarship request.
4. Scholarships must be used for current educational expenses.
 - A. Candidates may submit original invoices for payment directly from the provider of the educational service. All invoices and receipts must be originals. Candidates may not request payment for expenses which are or have been covered through any other financial aid source other than student loans which meet the provisions of paragraph 5 below.
 - B. Requests for related educational expenses, such as computer or musical equipment, will only be considered if the college or school states in writing that it is a mandatory requirement in order for the candidate to complete the coursework. The candidate may be reimbursed for this expense, provided the candidate submits either a letter from the school stating the mandatory requirements or a list of course requirements. However, there is a Two Thousand (\$2,000.00) Dollar cap on computer equipment, and this type of expense will only be reimbursed once. Computer software may also be considered as a reimbursable expense. If a candidate still has local funds available to her, then a letter from the Local Executive Director stating that they do not reimburse or pay for computers is required. The original bill of sale must be submitted, as well as the original credit card receipt or a copy of the canceled check. All credit card accounts and banking accounts must be in the name of the candidate in order to be considered.
5. Scholarships may be used for outstanding student loan obligations providing the Candidate has satisfactorily completed the coursework for which the loan was obtained. Candidates must submit documentation from the school or lender which shows that the ***Candidate is the primary payer or secondary payer of the loan obligation***. Notice of payments due should be sent to the Miss Kentucky Scholarship Organization office for payment. Payments are subject to approval by the (MKO) Board of Directors, as hereby established.

6. Scholarships may be used for future educational expenses.
 - A. Candidates **must** request use of their scholarships within the year of the date of the award. If a candidate has no activity in her scholarship account during this period and has not submitted a special exception letter, the funds in her account will be forfeited to the scholarship account.
 1. A candidate who begins use of her scholarship, within the designated time above, will then be required to show continuous activity in her scholarship endeavors up to a limit of 2 years following the date of her award. If there occurs a continuous, uninterrupted 1 year period in which there is no activity in an account, then the balance of that account will be forfeited. Similarly, any balance remaining in a candidate's account 2 years following the date of the award will be forfeited.
 - B. Miss Kentucky must begin use of her scholarships by August of the year following the crowning of her successor. Miss Kentucky must use and show proof of use of all local scholarships leading up to and including the year she was crowned Miss Kentucky. Any unused money in her account will be forfeited and remain in the scholarship account.
 1. A Miss Kentucky who begins use of her scholarship, within the designated time above, will then be required to show continuous activity in her scholarship endeavors up to a limit of 2 years following the date of her award. If there occurs a continuous, uninterrupted 1-year period in which there is no activity in an account, then the balance of that account will be forfeited. Similarly, any balance remaining in a candidate's account 2 years following the date of the award will be forfeited.
 - C. Miss Kentucky must use her local and state scholarship awards before applying for her Miss America money.
 - D. Miss Kentucky will receive from the Miss America Organization their scholarship rules and regulations and must comply with their scholarship rules and regulations before applying for Miss America Scholarship monies.
 - E. An exception to the time limits described above may be made if the candidate, prior to the expiration date, makes a written appeal to the Miss Kentucky Scholarship Organization Board of Directors citing compelling reasons why the time period should be extended. The Miss Kentucky Scholarship Organization Board of Directors will review the request, and determine whether or not an extended time period will be granted. The decision of the Miss Kentucky Scholarship Organization Board of Directors shall be final and binding.
7. Scholarships which have been forfeited will remain in the scholarship account for future scholarship awards.
8. Scholarships may not be taken as a cash award.
9. If you received a scholarship from your university/college pageant, you are not eligible for an In-Kind Scholarship from that same university/college.

10. To receive an In-Kind Scholarship, you must first contact the Miss Kentucky Scholarship Organization State Office.

THE MISS KENTUCKY SCHOLARSHIP PAGEANT, INC. RESERVES THE RIGHT TO AMEND AND OR MODIFY THE FOREGOING SCHOLARSHIP RULES AND REGULATIONS AT ANY TIME WITHOUT NOTICE.

I, _____ (Local Executive Director) have read and understood the 2019 - 2020 Miss Kentucky Scholarship Pageant's Local Competition Scholarship Rules and Regulations.

Signed

Dated

RIDER C

MISS KENTUCKY SCHOLARSHIP PROGRAM CODE OF ETHICS (Copied from Miss America State Agreement)

AS A LOCAL ORGANIZATION DIRECTOR AFFILIATED WITH THE STATE OF KENTUCKY'S MISS KENTUCKY SCHOLARSHIP PROGRAM AND THE MISS AMERICA ORGANIZATION, I PLEDGE MYSELF TO ADHERE TO THE FOLLOWING CODE OF ETHIC STANDARDS:

Maintain the highest standard of personal conduct.

Act and speak professionally so as not to offend nor bring discredit to the Miss Kentucky Scholarship Program and treat other members and candidates in the Miss Kentucky Scholarship Program with professional courtesy, respect and dignity. This includes acting and speaking professionally through any medium, including social media sites and similar web based forums.

Pursue the objectives and goals to promote the Miss Kentucky Scholarship Program.

Understand and discharge my responsibility to uphold all rules and regulations established by the Miss Kentucky Scholarship Program and my local Program and to adhere to those rules and act as a role model to the other members and candidates of good character and good judgment. Discourage disrespectful treatment by members and candidates of others in any form, including through social media sites and similar web based forums.

Strive for excellence in all activities of my state or local program.

Maintain the confidentiality of privileged information entrusted or known to me by virtue of my position.

Refuse to engage in, or countenance, activities for personal gain at the expense of the Miss Kentucky Scholarship Program.

Always communicate internal and external statements in a truthful, respectful, and accurate manner.

Cooperate in every reasonable and proper way with other Program members, and work with them and encourage the highest level of ethical conduct for the advancement of the Miss Kentucky Scholarship Program and Miss America Organization.

Create and maintain an environment at all levels of the Miss Kentucky Scholarship Program to the end that each and every candidate in the Miss Kentucky Scholarship Program system is guaranteed a fair, objective and unbiased opportunity to compete for the scholarships and the crown.

Perform all duties in a dignified and professional manner, which is appropriate and sensitive to the feelings and impressions of the young women who compete in the Miss Kentucky Scholarship Program system. **This includes, but is not limited to, use of the Internet, social media sites, and other similar web based forums.**

THIS CODE OF ETHIC STANDARDS for members of the Miss Kentucky Scholarship Program has been adopted to promote and maintain the highest standard of service and personal conduct among its members. Adherence to these standards is required and serves to assure public confidence in the integrity of the MISS KENTUCKY SCHOLARSHIP PROGRAM/MISS KENTUCKY'S OUTSTANDING TEEN PROGRAM.

Signature of Local Executive Director

Date: _____

Signature of Executive Director
Miss Kentucky Scholarship Organization

Date: _____



REGULAR OPERATING ACCOUNT CERTIFICATION LETTER

TO: The Miss Kentucky Scholarship Pageant, Inc.

This is to certify that the Miss _____ Organization has
a regular operating account # _____.

The following individual(s) is (are) authorized to sign this account:

1. _____
2. _____
3. _____
4. _____

NAME OF BANK: _____

BY: _____

TITLE: _____

BANK ADDRESS: _____

ACKNOWLEDGED

BY:

Miss BY: _____

TITLE: _____

(Executive Director, President, etc.)

THIS DOCUMENT MUST BE ATTACHED TO YOUR CONTRACT AGREEMENT AND RETURNED TO THE MISS KENTUCKY SCHOLARSHIP PAGEANT, INC. ALONG WITH YOUR LOCAL CONTRACT AGREEMENT